

Revised 2/13/17

**SETTLEMENT CHECKLIST AND TERM SHEET**

CASE NAME: Klemp-Hahn v. Selas

CASE NO.: 16 cv 11280

DATE:

**A. PAYMENT OF MONEY**1. To: Heather White  
Loevy & LoevyFrom: Village of Forest Park  
IPMG

2. Total amount to be paid: \$ [REDACTED]

3. Does payment include attorney's fees? Yes or No

4. Are third party liens to be paid from proceeds? Yes or No

a. If yes, to whom: \_\_\_\_\_

5. Tax Treatment (e.g., W-2, 1099): 1099

**B. SELECT A RELEASE OPTION**☒ Release (relinquishment of a right)

Choose one of the following:

a. One Way From Plaintiff(s) to Defendant(s),

or

☒ b. Mutual

Scope of Release :

a. General Release

☒ 1. All claims raised in the litigation, or

2. All existing claims, whether or not raised in the litigation.

OR

b. Limited Release:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_OR ☒ Covenant Not to Sue (agreement not to sue in the future)

Exceptions to Covenant Not to Sue:

\_\_\_\_\_  
\_\_\_\_\_

Other Covenant Not to Sue Terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. CONFIDENTIALITY**

1. Settlement agreement to be confidential: Yes or No

2. Mutual: Yes or No

3. What can be said about litigation?

a.  
b.

Dispute resolved, or

Other: \_\_\_\_\_

4. Exceptions to confidentiality?

a. Attorneys

b. Tax advisors

c. Immediate family

d. As otherwise required by law

e. Other: \_\_\_\_\_

5. [Optional] Liquidated damages in event of breach of confidentiality agreement: Yes or No

a. Amount (Not too large to avoid being a penalty, e.g., no more than 5-10% of total settlement amount): \$ \_\_\_\_\_

b. Attorneys' fees and expenses to prevailing party in litigation arising from alleged breach of confidentiality agreement: Yes or No

**D. OTHER SETTLEMENT TERMS**

1. No admission of liability.

2. no public statements by any party

3. phone records produced by ISP are confidential per protective order

**E. EMPLOYMENT CASES ONLY**

1. Ability to reapply: Yes or No

2. Type of reference: \_\_\_\_\_

**F. EFFECTIVE DATE**

1. A binding agreement today; or
2. No binding agreement until the typed settlement agreement is signed.

**G. CONFIRMING AND DOCUMENTING SETTLEMENT**

1. Do parties wish to place settlement terms on the record? Yes or No
2. Settlement terms to be incorporated in a typed written agreement? Yes or No
3. [Optional] Settlement agreement to be prepared by Village of Forest Park course  
and sent to other parties on or before 8/18/17
4. Will settlement agreement be filed in court? Yes or No

**H. DISMISSAL OF LITIGATION AND COURT'S JURISDICTION TO ENFORCE SETTLEMENT AGREEMENT -- CHOOSE ONE OF THE OPTIONS BELOW:**

1. Dismissal without prejudice to be entered on \_\_\_\_\_.  
[Plaintiff will dismiss claims without prejudice on a particular date.]

2. Dismissal without prejudice that automatically will convert to a dismissal with prejudice on 10/13/17 [insert date] unless, on that date, a motion to reinstate the case, a motion to enforce the settlement agreement, or a motion for additional time to file a motion to reinstate or a motion to enforce the settlement agreement is pending before the Court.  
[Note: in the Seventh Circuit, a court cannot enforce the terms of a settlement if the case is dismissed with prejudice unless the parties incorporate the material terms of the settlement into the dismissal order (Option 4 below) or enter into a consent decree (Option 5 below). Parties that want the Court to be able to enforce the terms of the settlement for a period of time should choose one of these options, or not dismiss the case until all conditions of settlement are satisfied.]

3. Dismissal with prejudice to be entered on (a) 8/18/17 [insert date],  
or ~~(b)~~ only after the following conditions are satisfied: the settlement agreement is fully executed, the settlement payment has been received, and a stipulation to dismiss has been filed.

[and/or]

\_\_\_\_\_  
\_\_\_\_\_.

4. Dismissal with prejudice, the parties will incorporate the material settlement terms into the dismissal order, and the Court will retain jurisdiction to enforce those settlement terms.

5. The parties will agree to and the Court will enter a consent decree.

6. Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I. DO PARTIES OR PARTY REPRESENTATIVES HAVE FULL AUTHORITY TO ENTER INTO SETTLEMENT AGREEMENT? Yes or No

J. DO PARTIES CONSENT TO MAGISTRATE JUDGE JURISDICTION? Yes or No  
(If yes, counsel should fill out and execute a separate consent form.)

Signatures and titles of all parties, party representatives and counsel:

Heather Klemp Hahn  
Heather Klemp Hahn, Plaintiff

Anthony Caldane

Elizabeth Mazur  
Elizabeth Mazur, attorney for Plaintiff

Manuel Secker ICRMT

Julie Bruch

Kelly A Krauchun

K. NEXT COURT DATE (if needed): Sept 28, 2017. If a stipulation of dismissal is filed at 10:00 A.M. before this date, the status hearing will be stricken and counsel need not appear. Att. for D Salas

Sept 28, 2017  
at 10:00 A.M.